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8  
9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**  
11

12 AMSALE TAMRAT,

13 Plaintiff,

14 v.  
15

16 JPMORGAN CHASE BANK, N.A.; US  
BANK, N.A.; EXPERIAN  
17 INFORMATION SOLUTIONS, INC.;  
18 EQUIFAX INFORMATION SERVICES,  
LLC.; TRANS UNION, LLC; and DOES  
19 1 through 11, inclusive,

20 Defendants.  
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Case No. 8:24-cv-02660-DFM

**STIPULATED PROTECTIVE  
ORDER**

## 1. INTRODUCTION

This Stipulated Protective Order shall govern the action entitled Amsale Tamrat v. JPMorgan Chase Bank, et al., Case No. 8:24-cv-02660-DFM, (the “Action”), filed by plaintiff Amsale Tamrat (“Plaintiff”) against defendants JPMorgan Chase Bank, N.A.; U.S. Bank National Association; Equifax Information Services, LLC; Experian Information Solutions, Inc.; and Trans Union, LLC (collectively, “Defendants,” and together with Plaintiff, the “Parties”).<sup>1</sup>

### A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and request that the Court enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

### B. GOOD CAUSE STATEMENT

In connection with this Action, the Parties anticipate that documents produced in discovery will include sensitive personal information about Plaintiff. Additionally, the documents produced by Defendants may contain sensitive proprietary

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<sup>1</sup> The Action has been dismissed against defendants Experian Information Solutions, Inc. and Trans Union LLC and ordered stayed as to defendant U.S. Bank, National Association. This Stipulated Protective Order is entered between the remaining parties—plaintiff Amsale Tamrat and defendants JPMorgan Chase Bank, N.A. and Equifax Information Services, LLC.

1 information regarding Defendants' respective computer systems involved in the  
2 processing of credit applications, credit reporting and furnishing, and consumer  
3 accounts and transactions, and review of disputed transactions for deposit accounts.  
4 Defendants likewise use their computer systems in conjunction with proprietary  
5 policies and procedures to reinvestigate consumer disputes of transactions, credit  
6 reporting information, and disputes based on alleged identity theft.

7 The sophistication of Defendants' computer systems is a major advantage in  
8 the marketplace. Were information about its computer system to get into the hands of  
9 competitors, it would enable the competitors to enhance their own systems and, in so  
10 doing, remove the competitive edge they currently enjoy. Moreover, if information  
11 about Defendants' computer systems, propriety business records and/or policies and  
12 procedures to get into criminal hands, it would facilitate the efforts of those who seek  
13 to perpetrate fraud or identity theft.

14 Accordingly, to expedite the flow of information, to facilitate the prompt  
15 resolution of disputes over confidentiality of discovery materials, to adequately  
16 protect information the Parties are entitled to keep confidential, to ensure that the  
17 Parties are permitted reasonable necessary uses of such material in preparation for  
18 and in the conduct of trial, to address their handling at the end of the litigation, and  
19 serve the ends of justice, a protective order for such information is justified in this  
20 matter. It is the intent of the Parties that information will not be designated as  
21 confidential for tactical reasons and that nothing be so designated without a good  
22 faith belief that it has been maintained in a confidential, non-public manner, and  
23 there is good cause why it should not be part of the public record of this case.

## 24 **2. DEFINITIONS**

25 2.1 Challenging Party: a Party or Non-Party that challenges the designation  
26 of information or items under this Order.

27 2.2 "CONFIDENTIAL" Information or Items: information (regardless of  
28 how it is generated, stored or maintained) or tangible things that qualify for

1 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the  
2 Good Cause Statement.

3 2.3 Counsel: Outside Counsel of Record and House Counsel (as well as  
4 their support staff).

5 2.4 Designating Party: a Party or Non-Party that designates information or  
6 items that it produces in disclosures or in responses to discovery as  
7 “CONFIDENTIAL.”

8 2.5 Disclosure or Discovery Material: all items or information, regardless  
9 of the medium or manner in which it is generated, stored, or maintained (including,  
10 among other things, testimony, transcripts, and tangible things), that are produced or  
11 generated in disclosures or responses to discovery in this matter.

12 2.6 Expert: a person with specialized knowledge or experience in a matter  
13 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
14 an expert witness or as a consultant in this Action.

15 2.7 House Counsel: attorneys who are employees of a party to this Action.  
16 House Counsel does not include Outside Counsel of Record or any other outside  
17 counsel.

18 2.8 Non-Party: any natural person, partnership, corporation, association, or  
19 other legal entity not named as a Party to this action.

20 2.9 Outside Counsel of Record: attorneys who are not employees of a party  
21 to this Action but are retained to represent or advise a party to this Action and have  
22 appeared in this Action on behalf of that party or are affiliated with a law firm which  
23 has appeared on behalf of that party, and includes support staff.

24 2.10 Party: any party to this Action, including all of its officers, directors,  
25 employees, consultants, retained experts, and Outside Counsel of Record (and their  
26 support staffs).

27 2.11 Producing Party: a Party or Non-Party that produces Disclosure or  
28 Discovery Material in this Action.

2.12 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.13 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

### 3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial will be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

### 4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order will remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition will be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

Prior to final disposition of this litigation, the provisions of this Stipulated Protective Order may be modified (including, without limitation, with respect to particular Information) at any time by stipulation of the parties and approval by order

of the Court, or upon motion by a party for good cause shown.

## **5. DESIGNATING PROTECTED MATERIAL**

### **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

**5.2 Manner and Timing of Designations.** Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that contains protected material. If only a

1 portion or portions of the material on a page qualifies for protection, the Producing  
2 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
3 markings in the margins).

4 A Party or Non-Party that makes original documents available for inspection  
5 need not designate them for protection until after the inspecting Party has indicated  
6 which documents it would like copied and produced. During the inspection and  
7 before the designation, all of the material made available for inspection will be  
8 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
9 documents it wants copied and produced, the Producing Party must determine which  
10 documents, or portions thereof, qualify for protection under this Order. Then, before  
11 producing the specified documents, the Producing Party must affix the  
12 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a  
13 portion or portions of the material on a page qualifies for protection, the Producing  
14 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
15 markings in the margins).

16 (b) for testimony given in depositions that the Designating Party identify the  
17 Disclosure or Discovery Material on the record, before the close of the deposition all  
18 protected testimony.

19 (c) for information produced in some form other than documentary and for  
20 any other tangible items, that the Producing Party affix in a prominent place on the  
21 exterior of the container or containers in which the information is stored the legend  
22 "CONFIDENTIAL." If only a portion or portions of the information warrants  
23 protection, the Producing Party, to the extent practicable, will identify the protected  
24 portion(s).

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
26 failure to designate qualified information or items does not, standing alone, waive the  
27 Designating Party's right to secure protection under this Order for such material.  
28 Upon timely correction of a designation, the Receiving Party must make reasonable



1 efforts to assure that the material is treated in accordance with the provisions of this  
2 Order.

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court's  
6 Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party will initiate the dispute  
8 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1  
9 et seq.

10 6.3 The burden of persuasion in any such challenge proceeding will be on  
11 the Designating Party. Frivolous challenges, and those made for an improper  
12 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
13 parties) may expose the Challenging Party to sanctions. Unless the Designating  
14 Party has waived or withdrawn the confidentiality designation, all parties will  
15 continue to afford the material in question the level of protection to which it is  
16 entitled under the Producing Party's designation until the Court rules on the  
17 challenge.

18 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
20 disclosed or produced by another Party or by a Non-Party in connection with this  
21 Action only for prosecuting, defending, or attempting to settle this Action. Such  
22 Protected Material may be disclosed only to the categories of persons and under the  
23 conditions described in this Order. When the Action has been terminated, a  
24 Receiving Party must comply with the provisions of section 13 below (FINAL  
25 DISPOSITION).

26 Protected Material must be stored and maintained by a Receiving Party at a  
27 location and in a secure manner that ensures that access is limited to the persons  
28 authorized under this Order.



1           7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
 2 otherwise ordered by the court or permitted in writing by the Designating Party, a  
 3 Receiving Party may disclose any information or item designated  
 4 “CONFIDENTIAL” only to:

5           (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
 6 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
 7 disclose the information for this Action;

8           (b) the officers, directors, and employees (including House Counsel) of the  
 9 Receiving Party to whom disclosure is reasonably necessary for this Action;

10          (c) Experts (as defined in this Order) of the Receiving Party to whom  
 11 disclosure is reasonably necessary for this Action and who have signed the  
 12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13          (d) the Court and its personnel, and the jury;

14          (e) court reporters and their staff;

15          (f) professional jury or trial consultants, mock jurors, and Professional  
 16 Vendors to whom disclosure is reasonably necessary for this Action and who have  
 17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18          (g) the author or recipient of a document containing the information or a  
 19 custodian or other person who otherwise possessed or knew the information;

20          (h) during their depositions, witnesses ,and attorneys for witnesses, in the  
 21 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
 22 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
 23 not be permitted to keep any confidential information unless they sign the  
 24 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
 25 agreed by the Designating Party or ordered by the court. Pages of transcribed  
 26 deposition testimony or exhibits to depositions that reveal Protected Material may be  
 27 separately bound by the court reporter and may not be disclosed to anyone except as  
 28 permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel,  
mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation  
that compels disclosure of any information or items designated in this Action as  
“CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification will  
include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order  
to issue in the other litigation that some or all of the material covered by the  
subpoena or order is subject to this Protective Order. Such notification will include a  
copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued  
by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with  
the subpoena or court order will not produce any information designated in this  
action as “CONFIDENTIAL” before a determination by the court from which the  
subpoena or order issued, unless the Party has obtained the Designating Party’s  
permission. The Designating Party will bear the burden and expense of seeking  
protection in that court of its confidential material and nothing in these provisions  
should be construed as authorizing or encouraging a Receiving Party in this Action to  
disobey a lawful directive from another court.

**9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a  
Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
produced by Non-Parties in connection with this litigation is protected by the

1 remedies and relief provided by this Order. Nothing in these provisions should be  
2 construed as prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to  
4 produce a Non-Party's confidential information in its possession, and the Party is  
5 subject to an agreement with the Non-Party not to produce the Non-Party's  
6 confidential information, then the Party will:

7 (1) promptly notify in writing the Requesting Party and the Non-  
8 Party that some or all of the information requested is subject to a confidentiality  
9 agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated  
11 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
12 specific description of the information requested; and

13 (3) make the information requested available for inspection by the  
14 Non-Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this court within 14  
16 days of receiving the notice and accompanying information, the Receiving Party may  
17 produce the Non-Party's confidential information responsive to the discovery  
18 request. If the Non-Party timely seeks a protective order, the Receiving Party will  
19 not produce any information in its possession or control that is subject to the  
20 confidentiality agreement with the Non-Party before a determination by the court.  
21 Absent a court order to the contrary, the Non-Party will bear the burden and expense  
22 of seeking protection in this court of its Protected Material.

23 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
25 Protected Material to any person or in any circumstance not authorized under this  
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
27 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
28 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or

persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

**11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

**12. MISCELLANEOUS**

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information

1 in the public record unless otherwise instructed by the court.

2 **13. FINAL DISPOSITION**

3 After the final disposition of this Action, as defined in paragraph 4, within 60  
4 days of a written request by the Designating Party, each Receiving Party must return  
5 all Protected Material to the Producing Party or destroy such material. As used in  
6 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
7 summaries, and any other format reproducing or capturing any of the Protected  
8 Material. Whether the Protected Material is returned or destroyed, the Receiving  
9 Party must submit a written certification to the Producing Party (and, if not the same  
10 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
11 (by category, where appropriate) all the Protected Material that was returned or  
12 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
13 abstracts, compilations, summaries or any other format reproducing or capturing any  
14 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
15 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
16 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
17 reports, attorney work product, and consultant and expert work product, even if such  
18 materials contain Protected Material. Any such archival copies that contain or  
19 constitute Protected Material remain subject to this Protective Order as set forth in  
20 Section 4 (DURATION).

21 **14.** Any willful violation of this Order may be punished by civil or criminal  
22 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
23 authorities, or other appropriate action at the discretion of the Court.

24 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

25 Pursuant to Local Rule 5-4.3.4, the filer of this document confirms that all  
26 other signatories listed, and on whose behalf the filing is submitted, concur in the  
27 filing's content and have authorized the filing.  
28

1  
2 Dated: May 19, 2025

STEPTOE LLP

3  
4 By: /s/ Christopher R. Fredrich  
Christopher R. Fredrich

5  
6 Attorneys for Defendant  
JPMORGAN CHASE BANK, N.A.  
7

8 Dated: May 19, 2025

GOLDEN & CARDONA-LOYA, LLP

9  
10 By: /s/ Cory M. Teed  
Cory M. Teed

11  
12 Attorneys for Plaintiff  
AMSALE TAMRAT  
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14  
15  
16 Dated: May 19, 2025

SEYFARTH SHAW LLP

17 By: /s/ Jennifer R. Brooks  
Jennifer R. Brooks

18  
19 Attorneys for Defendant  
EQUIFAX INFORMATION SERVICES,  
20 LLC  
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22  
23 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

24  
25  
26 DATED: May 20, 2025

  
27 HON. DOUGLAS F. MCCORMICK  
United States Magistrate Judge  
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [full name], of \_\_\_\_\_ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of Amsale Tamrat v. JPMorgan Chase Bank, et al., Case No. 8:24-cv-02660-DFM. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_